RECORDING NO 1653 Page 182.

SEP 2 9 1989 -10 40 AM
INTERSIALE COMMERCE COMMISSION

Donelan, Cleary, Wood & Maser, P. C.

ATTORNEYS AND COUNSELORS AT LAW

SEP 2 9 1989 -10 40 AM

1653

(1)

1275 K STREET, N W

WASHINGTON, D C 20005-4006

INTERSTALL COMMERCE GOMMISSIGN

TELEPHONE (202) 371-9500 TELECOPIER (202) 371-0900

SEP 2 9 1989 -10 40 AM

September 29, 1989

16537 ms

SEP 2 9 1989 -10 40 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

The Honorable Noreta R. McGee Secretary Interstate Commerce Commission Washington, D.C. 20423

9-2724603

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are the original and one counterpart each of (i) Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a primary document, dated as of September 15, 1989; (ii) Lease Supplement No. 1 relating to the aforesaid Lease of Railroad Equipment, a primary document, dated September 29, 1989; (iii) Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation, ("Lender"), and Wilmington Trust Company, not in its individual capaicty, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, ("Owner Trustee"), a primary document, dated as of September 15, 1989; and (iv) Loan and Security Agreement Supplement No. 1, relating to the aforesaid Loan and Security Agreement, a primary document, dated September 29, 1989.

The names and addresses of the parties to the enclosed documents are as follows:

- (No Munes

Letter to Secretary McGee Page 2 September 29, 1989

(i) Lease of Railroad Equipment and Lease Supplement No. 1

LESSEE:

Cargill, Incorporated

P.O. Box 9300

Minneapolis, MN 55440

LESSOR:

Wilmington Trust Company

Rodney Square North

Wilmington, Delaware 19890

(ii) Loan and Security Agreement and Loan and Security Agreement Supplement No. 1

LENDER:

The Prudential Insurance Company

of America

c/o Prudential Capital Corporation

2930 Norwest Center 90 South Seventh Street

Minneapolis, Minnesota 55402

OWNER TRUSTEE:

Wilmington Trust Company

Rodney Square North

Wilmington, Delaware 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and The Prudential Insurance Company of America mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Letter to Secretary McGee Page 3 September 29, 1989

Please return the original of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$39.00 for the required recording fees.

A short summary of the documents to appear in the index follows:

PRIMARY DOCUMENTS

- 1. Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, Minnesota 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Lessor") dated as of September 15, 1989, relating to 180 Rail Tank Cars, Lessee Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).
- 2. Lease Supplement No. 1 relating to the Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, Minnesota 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein,

Letter to Secretary McGee Page 4 September 29, 1989

Rodney Square North, Wilmington, Delaware 19890 ("Lessor"), dated September 29, 1989, relating to 180 Rail Tank Cars, Lessee Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).

- Loan and Security Agreement between The Prudential 3. Insurance Company of America, a New Jersey corporation c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota 55402 ("Lender") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Owner Trustee"), dated as of September 15, 1989, relating to 180 Rail Tank Cars, Cargill, Incorporated, Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).
- 4. Loan and Security Agreement Supplement No. 1 relating to the Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation, c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota 55402 ("Lender") and Wilmington Trust Company, a Delaware

Letter to Secretary McGee Page 5 September 29, 1989

banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Owner Trustee"), dated September 29, 1989, relating to 180 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX 4943-4951, 4953-4979, 4981-4983, 4985-4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028-5030, 5033, 5035, 5036, 5038, 5040-5057, 5059, 5060, 5063-5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165, 7200-7239 (inclusive).

Very truly yours,

CARGILL, INCORPORATED

John K. Maser III
Attorney-in-Fact

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

John K. Maser III
Attorney-in-Fact

Letter to Secretary McGee Page 6 September 29, 1989

WILMINGTON TRUST COMPANY

By

John K. Maser III Attorney-in-Fact

004/FS Attachments

SCHEDULE 1

Description of Rail Cars

Corn Milling Tank Cars - 140	Refined Oil Tank Cars - 40	Descriptions and Quantity
Trinity Industries, Inc.	Union Tank Car Company	Manufacturer
CRGX 4943- 4951, 4953- 4979, 4981- 4983, 4985- 4990, 4992, 4995-5001, 5003-5005, 5012-5022, 5026, 5028- 5038, 5036, 5038, 5040- 5057, 5059, 5060, 5063- 5069, 5072, 5074, 5075, 5077, 5084, 5128-5132, 5144-5138, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165	CRGX 7200 to CRGX 7239 (inclusive)	Lessee's Identification Numbers
T-104	T-107	AAR Mechanical Description
111A100W-3	111A100W-3	DOT Specifications
во 8907	Q-9288	Specifications
\$54,503.00	\$56,204.00	Purchase <u>Price</u>

Interstate Commerce Commission

Washington, P.C. 20423

9/29/89

OFFICE OF THE SECRETARY

John K Maser III

Donelan, Cleary Wood & Maser

1275 K St. N.W.

.washington , D.C. 20005-406

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/29/39 at 10:40am and assigned recordation number(s). 16537,16537-A,16537-B & 16537-C

Sincerely yours,

Noreta R. McGee Secretary

Enclosure(s)

LEASE SUPPLEMENT NO. 1

SEP 2 9 1989 -10 40 AM

INTERSTATE COMMERCE COMMISSION

Delivery Date: September 29, 1989

THIS LEASE SUPPLEMENT is executed and delivered to Wilmington Trust Company, a Delaware banking corporation, not individually but solely as trustee under that certain Trust Agreement, dated as of September 15, 1989, between State Street Bank and Trust Company and said trustee (the "Lessor"), by CARGILL, INCORPORATED, a Delaware corporation (the "Lessee"), pursuant to and in accordance with the Lease of Railroad Equipment dated as of September 15, 1989, between Lessor and Lessee (the "Lease"). Unless otherwise defined herein, capitalized terms in this Lease Supplement are used with the respective meanings specified in Schedule I to the Lease.

- 1. The Rail Cars covered by this Supplement consist of the items described in Schedule 1 attached hereto.
- 2. Lessee confirms that the Rail Cars covered hereby have been delivered to it in good working order and condition, and have been inspected and accepted by Lessee as of the Delivery Date set forth above.
- 3. The Purchase Price of each of the Rail Cars covered hereby is set forth in Schedule 1 attached hereto and the aggregate Purchase Price for such Rail Cars is \$9,878,580.00
- 4. The percentages of Basic Rent, Casualty Value and Termination Value for the Rail Cars covered by this Lease Supplement are set forth, respectively, in Schedules 2, 3 and 4 hereto.
- 5. Lessee hereby: (a) confirms that the Rail Cars covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto; (b) confirms that the Rail Cars have been or prior to the Basic Term Commencement Date, but in any event prior to any Rail Car leaving the respective Manufacturer's Facilities, will be marked in accordance with all of the provisions of Section 6.1 of the Lease; (c) confirms that the Rail Cars appear to conform to the modifications, requirements and standards applicable thereto as provided in the Lease; and (d) irrevocably accepts said Rail Cars "as-is, where-is" for all purposes of the Lease as of the Delivery Date as set forth above.
- 6. By the execution and delivery of this Supplement by Lessee, and the acceptance thereof by Lessor, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

7. This Lease Supplement may be executed in several counterparts, such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original counterpart which shall be identified as the counterpart containing the receipt therefor executed by the Lender on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessee has caused this Supplement to be duly executed by its duly authorized officer as of the Delivery Date as set forth above.

CARGILL, INCORPORATED

[Seal]

By Eyn

Its President, Domestic Corn Milling Division

State of Minnesota)

) ss.

County of Hennepin)

On this 29th day of September, 1989, before me personally appeared Ernest S. Micek , to me personally known, who, being by me duly sworn, did say that he is President. Domestic Corn Milling Division of Cargill, Incorporated, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: November 7, 1990

ANNE C. MOORE
NOTARY PUBLIC—MINNESOT:
HENNEPIN COUNTY
My Comm Expires Nov 7, 1990

Accepted as of the Delivery Date set forth above:

WILMINGTON TRUST COMPANY, not individually (except as otherwise provided in the Lease), but solely as Owner Trustee under the Trust Agreement

By Ollamid Its Financial Services Officer

State of Yelaware) ss. county of new (MAN)

[Seal]

on this 28th day of September, 1989, before me personally appeared Carolyn C. Daniels , to me personally known, who, being by me duly sworn, did say that he is a Financial Services Officer of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: p - 10-93

SCHEDULE 1 TO LEASE SUPPLEMENT NO. 1

Description of Rail Cars

'escriptions <u>nd Ouantity</u>	Manufacturer	Lessee's Identifi- cation Nos.	AAR Mechancial <u>Description</u>	DOT speci- fications	Specifica- tions	Purchase <u>Price</u>
efined Oil ank Cars - 40	Union Tank Car Company	CRGX 7200 to CRGX 7239 (inclusive)	T-107	111A100W-3	Q-9288	\$56,204.00
orn Milling ank Cars - 140	Trinity Industries, Inc.	CRGX 4943- 4951, 4953- 4979, 4981- 4983, 4985- 4990, 4992, 4995-5001, 5003-5005, 5007-5009, 5012-5022, 5026, 5028- 5030, 5033, 5035, 5036 5038, 5040- 5057, 5059, 5060, 5063- 5069, 5072, 5074, 5075 5077, 5084, 5128-5132, 5134-5138, 5140, 5141, 5144-5153, 5156, 5157, 5159, 5160, 5162-5165	T-104	111A100W-3	BO 8907	\$54,503.00

SCHEDULE 2 TO LEASE SUPPLEMENT NO. 1

Basic Rent Percentages

Rental Payment Date	Percentages of <u>Purchase Price</u>
1 / 2 /1000	0.0000000
1/ 2 /1990 7/ 2 /1990	3.34810806
1/ 2/1991	4.53760972
7/ 2/1991	3.29190411
1/ 2/1992	4.59381368
7/ 2/1992	3.23038888
1/ 2/1993	4.65532890
7/ 2/1993	3.16306046
1/ 2/1994	4.72265732
7/ 2/1994	3.08936951
1/ 2/1995	4.79634827
7/ 2/1995	3.00871476
1/ 2/1996	4.87700302
7/ 2/1996	2.92043814
1/ 2/1997	4.96527964
7/ 2/1997	2.82381938
1/ 2/1998	5.06189840
7/ 2/1998	3.27629872
1/ 2/1999	10.84309840 3.40442017
7/ 2/1999	6.21439256
1/ 2/2000	3.42370696
7/ 2/2000	6.29284155
1/ 2/2001	3.34525796
7/ 2/2001	7.77456415
1/ 2/2002	1.86353537
7/ 2/2002	7.94157361
1/ 2/2003	1.69652590
7/ 2/2003 1/ 2/2004	8.11763149
7/ 2/2004	1.52046802
1/ 2/2005	8.37203311
7/ 2/2005	1.26606640
1/ 2/2006	8.72444133
7/ 2/2006	0.91365819
1/ 2/2007	9.11180370
7/ 2/2007	0.52629581
1/ 2/2008	9.53758722
7/ 2/2008	0.10051229
1/ 2/2009	9.63809951
7/ 2/2009	0.0000000
TOTALS	176.99055468

Casualty Value Schedule

<u>Date</u>	Casualty Value
2 JAN 1990	104.159713
2 FEB 1990	105.026988
2 MAR 1990	105.888700
2 APR 1990	106.726745
2 MAY 1990	107.566656
2 JUN 1990	108.382756
2 JUL 1990	109.200575
2 AUG 1990	106.672018
2 SEP 1990	107.467620
2 OCT 1990	108.264805
2 NOV 1990	109.063583
2 DEC 1990	109.838276
2 JAN 1991	110.614412
2 FEB 1991	106.845023
2 MAR 1991	107.603291
2 APR 1991	108.345097
2 MAY 1991	109.088190
2 JUN 1991	109.814721
2 JUL 1991	110.542437
2 AUG 1991	107.979441
2 SEP 1991	108.691694
2 OCT 1991	109.405037
2 NOV 1991	110.119476
2 DEC 1991	110.817163
2 JAN 1992	111.515842
2 FEB 1992	107.611455
2 MAR 1992	108.293950
2 APR 1992	108.965171
2 MAY 1992	109.637277
2 JUN 1992	110.298038
2 JUL 1992	110.959614
2 AUG 1992	108.391621
2 SEP 1992	109.042609
2 OCT 1992	109.694346
2 NOV 1992	110.346839
2 DEC 1992	110.987856
2 JAN 1993	111.629557
2 FEB 1993	107.605395
2 MAR 1993	108.231818
2 APR 1993	108.850733
2 MAY 1993	109.470260
2 JUN 1993	110.082233
2 JUL 1993	110.694772
2 AUG 1993	108.144818
2 SEP 1993	108.750329

2 OCT 1993	109.356362
2 NOV 1993	109.356362
2 DEC 1993	110.561839
2 JAN 1994	111.161236
2 FEB 1994	107.026174
2 MAR 1994	107.610624
2 APR 1994	108.187531
2 MAY 1994	108.764851
2 JUN 1994 2 JUL 1994	109.334580 109.904675
2 AUG 1994	107.385768
2 SEP 1994	107.948594
2 OCT 1994	108.511739
2 NOV 1994	109.075206
2 DEC 1994	109.630990
2 JAN 1995	110.187046
2 FEB 1995	105.933585
2 MAR 1995 2 APR 1995	106.473190 107.005221
2 MAY 1995	107.005221
2 JUN 1995	108.062064
2 JUL 1995	108.586828
2 AUG 1995	106.103032
2 SEP 1995	106.620278
2 OCT 1995	107.137629
2 NOV 1995	107.655087
2 DEC 1995 2 JAN 1996	108.164852 108.674621
2 FEB 1996	104.292739
2 MAR 1996	104.787895
2 APR 1996	105.279647
2 MAY 1996	105.768702
2 JUN 1996	106.257773
2 JUL 1996	106.744512
2 AUG 1996 2 SEP 1996	104.310814
2 OCT 1996	104.797553 105.284293
2 NOV 1996	105.771033
2 DEC 1996	106.257773
2 JAN 1997	106.744513
2 FEB 1997	102.249869
2 MAR 1997	102.720505
2 APR 1997 2 MAY 1997	103.191142 103.661779
2 JUN 1997	103.001779
2 JUL 1997	104.603052
2 AUG 1997	102.249869
2 SEP 1997	102.720505
2 OCT 1997	103.191191
2 NOV 1997 2 DEC 1997	103.661877
2 DEC 1997 2 JAN 1998	104.132563 104.605618
2 FEB 1998	99.998412
2 MAR 1998	100.453105
2 APR 1998	100.908851

2 JUN 1998	101.825547
2 JUL 1998	102.286513
2 AUG 1998	99.464909
2 SEP 1998 2 OCT 1998	99.919605 100.376883
2 OCT 1998 2 NOV 1998	100.376883
2 DEC 1998	101.291491
2 JAN 1999	101.751404
2 FEB 1999 2 MAR 1999	91.302686 91.697068
2 APR 1999	92.092598
2 MAY 1999	92.493453
2 JUN 1999	92.896604
2 JUL 1999 2 AUG 1999	93.300610 90.290574
2 SEP 1999	90.684959
2 OCT 1999	91.084661
2 NOV 1999 2 DEC 1999	91.484399
2 DEC 1999 2 JAN 2000	91.884984 92.289301
2 FEB 2000	86.446385
2 MAR 2000	86.817862
2 APR 2000 2 MAY 2000	87.191704 87.571153
2 JUN 2000	87.954084
2 JUL 2000	88.335802
2 AUG 2000	85.283575
2 SEP 2000 2 OCT 2000	85.655056 86.032129
2 NOV 2000	86.409239
2 DEC 2000	86.787111
2 JAN 2001 2 FEB 2001	87.169165 81.223578
2 MAR 2001	81.570833
2 APR 2001	81.920574
2 MAY 2001	82.276242
2 JUN 2001 2 JUL 2001	82.635494 82.993656
2 AUG 2001	79.995656
2 SEP 2001	80.342915
2 SEP 2001 2 OCT 2001 2 NOV 2001 2 DEC 2001 2 JAN 2002 2 FEB 2002	80.696084 81.049293
2 DEC 2001	81.403215
2 JAN 2002	81.761740
	74.297838
2 MAR 2002 2 APR 2002	74.608501 74.921791
2 MAY 2002 2 JUN 2002	75.241490
2 JUN 2002	75.565169
2 JUL 2002 2 AUG 2002	75.891445 74.354289
2 SEP 2002	74.554289
2 OCT 2002	75.020222
	75.353412
2 DEC 2002	75.693159 -

~	معتدت	2002	60 256052
2 2	FEB MAR	2003	68.356853 68.639686
2	APR		68.925360
2	MAY		69.217810
2	JUN		69.514677
2	JUL		69.814083
2	AUG		68.417074
2	SEP		68.723477
2	OCT		69.030037
2	VOV	2003	69.336755
2	DEC	2003	69.650407
2	JAN		69.945536
2	FEB		62.081339
2	MAR		62.334895
2	APR		62.591394
2	MAY		62.855056
2	JUN JUL		63.123542 63.394558
2	AUG		62.145223
2	SEP		62.423635
2	OCT		62.702213
2	NOV		62.980958
2	DEC		63.267033
2	JAN		63.536390
2	FEB	2005	55.391420
2	MAR		55.621773
2	APR		55.859972
2	MAY		56.098353
2	JUN		56.344634
2	JUL AUG		56.591150 55.571836
2	SEP		55.826545
2	OCT		56.081545
2	NOV		56.336838
2	DEC	2005	56.600143
2	JAN	2006	56.863798
2	FEB	2006	48.344625
2	MAR		48.553678
2	APR		48.771601
2	MAY	2006	48.989961
2	JUN	2006	49.217253
2	JUL AUG	2006 2006	49.445044 48.759680
2	SEP	2006	48.996971
2	OCT	2006	49.234829
2	VOV	2006	49.473258
2	DEC	2006	49.720751
2	JAN	2007	49.968878
2	FEB	2007	41.041279
2	MAR	2007	41.229901
2	APR	2007	41.428537
2	MAY	2007	41.627911
2	JUN	2007	41.837371
2	JUL AUG	2007 2007	42.047642 41.732433
4	AUG	2007	41./36433

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2	OCT	2007	42.175824
2	NOV	2007	42.398859
2	DEC	2007	42.632137
2	JAN	2008	42.866385
2	FEB	2008	33.493057
2	MAR	2008	33.662451
2	APR	2008	33.843138
2	MAY	2008	34.024918
2	JUN	2008	34.218072
2	JUL	2008	34.412402
2	AUG	2008	34.576008
2	SEP	2008	34.851594
2	OCT	2008	35.128446
2	NOV	2008	35.406575
2	DEC	2008	35.696263
2	JAN	2009	35.901795
2	FEB	2009	26.453275
2	MAR	2009	26.648228
2		2009	26.854522
2	MAY	2009	27.061733
2	JUN	2009	27.280366
2	JUL	2009	27.500000
2	AUG	2009	27.500000
2	SEP		27.500000
2		2009	27.500000
2	NOV		27.500000
2	DEC	2009	27.500000
2	JAN	2010	27.500000

ي . اي مسيم

SCHEDULE 4 TO LEASE SUPPLEMENT NO. 1

Termination Values Schedule

<u>Date</u>	Termination Value
2 JAN 1990 2 JUL 1990	104.159713 109.200575
2 JAN 1991 2 JUL 1991	110.614412 110.542437
2 JAN 1992	111.515842
2 JUL 1992 2 JAN 1993	110.959614
2 JAN 1993 2 JUL 1993	111.629557 110.694792
2 JAN 1994	111.161236
2 JUL 1994	109.904675
2 JAN 1995 2 JUL 1995	110.187046 108.586828
2 JAN 1996	108.674621
2 JAN 1995 2 JUL 1995 2 JAN 1996 2 JUL 1996 2 JAN 1997	106.744512
2 JAN 1997 2 JUL 1997	106.744513 104.603052
2 JAN 1998	104.605618
2 JUL 1998	102.286513
2 JAN 1999 2 JUL 1999	101.751404 93.300610
2 JAN 2000	92.289301
2 JUL 2000 2 JAN 2001	88.335802
2 JAN 2001 2 JUL 2001	87.169165 82.993656
2 JAN 2002	81.761740
2 JUL 2002 2 JAN 2003	75.891445
2 JAN 2003 2 JUL 2003	76.015594 69.814083
2 JAN 2004	69.945536
2 JUL 2004 2 JAN 2005	63.394558
2 JUL 2005	63.536390 56.591150
2 JAN 2006	56.863798
2 JUL 2006 2 JAN 2007	49.445044 49.968878
2 JUL 2007	42.047642
2 JAN 2008	42.866385
2 JUL 2008 2 JAN 2009	34.412402 35.901795
2 JUL 2009	27.500000
2 JAN 2010	27.500000